

COPY

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE  
REGULATORY AUTH.

In the Matter of

Citizens Telecommunications Company of  
the Volunteer State, LLC

JUN 23 PM 12 27

OFFICE OF THE  
EXECUTIVE SECRETARY

Docket No

00 00540

Petition For Approval Of A Voluntarily  
Negotiated Interconnection Agreement

**PETITION FOR APPROVAL OF A VOLUNTARILY NEGOTIATED  
INTERCONNECTION AGREEMENT**

Citizens Telecommunications Company of the Volunteer State, LLC ("CTC-VOLUNTEER"), by its attorney, pursuant to Section 252(e) of the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 252(e), submits its petition for approval of an interconnection agreement with US LEC of Tennessee, Inc. ("US LEC") and respectfully shows as follows:

1. CTC-VOLUNTEER is an incumbent local exchange telephone company providing telephone service in Tennessee.
2. US LEC is a telecommunications company authorized by the Tennessee Regulatory Authority ("TRA") to provide local exchange telecommunications services in Tennessee.
3. Pursuant to Section 252(a)(1) of the Act, CTC-VOLUNTEER and US LEC have, through voluntary negotiations, entered into a binding agreement for the interconnection and interchange of traffic between their respective systems. That agreement, a true and correct copy of which is appended as Attachment 1 hereto, consistent with Section 252(a)(1) of the Act, includes a "detailed schedule of itemized charges for interconnection and each service or network element included in the Agreement."

4. Sections 252(a)(1) and 252(e) require that the voluntarily negotiated interconnection agreement between the parties be presented to the TRA for approval.


5. The voluntarily negotiated interconnection agreement presented for approval with this petition does not discriminate against any telecommunications carrier that is not a party and is fully consistent with the public interest, convenience and necessity. Accordingly, it should be approved by the TRA.

#### Conclusion

Citizens Telecommunications Company of the Volunteer State, LLC requests that the TRA, upon consideration of the attached voluntarily negotiated interconnection agreement, approve that agreement.

Respectfully submitted,

CITIZENS TELECOMMUNICATIONS  
COMPANY OF THE VOLUNTEER STATE, LLC

By:   
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June 21, 2000

***ORIGINAL***

**AGREEMENT FOR  
LOCAL WIRELINE NETWORK INTERCONNECTION**

**Between**

**Citizens Telecommunication Company of the Volunteer State LLC.**

**and**

**US LEC of Tennessee Inc.**

**Dated: June 5, 2000**

# **AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION**

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## **AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION**

This Agreement For Local Wireline Network Interconnection ("Agreement") made this 5<sup>th</sup> day of June, 2000, is by and between Citizens Telecommunications Company of the Volunteer State LLC., a Delaware corporation, having its principal place of business at 3 High Ridge Park, Stamford, Connecticut 06905 ("Citizens") and US LEC of Tennessee Inc., a Delaware corporation, having its principal place of business at Morrocroft III, 6801 Morrison Boulevard, Charlotte, North Carolina 28211 ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### **SECTION 1. RECITALS and PRINCIPLES**

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee; and

Carrier is a telecommunications company authorized by the Tennessee Regulatory Authority to provide local exchange telecommunications services in the State of Tennessee; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Citizens hereby covenant and agree as follows:

### **SECTION 2. GENERAL DEFINITIONS**

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see Citizens Telecommunication Company, Inc., d.b.a. Citizens Communications Company's Federal Communications Commission ("FCC") Tariff #1 and appropriate Citizens state access tariffs).

2.2. "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3 "Automatic Number Identification" ("ANI") refers to the number transmitted through the network identifying the calling party.

2.4. Reserved

2.5. "CLLI Codes" means Common Language Location Identifier Codes.

2.6. "Commission" means the Tennessee Regulatory Authority (TRA).

2.7. "DS1" is a digital signal rate of 1.544 Megabits per second ("Mbps").

2.8. "DS3" is a digital signal rate of 44.736 Mbps.

2.9. "Exchange Message Record" ("EMR") is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a document originally published by Bellcore which, defines industry standards for exchange message records.

2.10. "Interconnection" in this Agreement means only interconnection as defined by section 251(c)(2) of the Telecommunications Act of 1996 and refers only to the physical linking of two networks for the mutual exchange of traffic and only for purposes of transmitting and routing telephone exchange traffic or access traffic or both. Interconnection does not include the transport and termination of interexchange traffic.

2.11. "Local Exchange Routing Guide" ("LERG") is a Telcordia (or subsequent organization) reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.12. "Local Exchange Service" means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area as defined by the each party's applicable tariffs and as approved by the applicable federal and or state regulatory entities.

2.13. "Local Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.

2.14. "Meet-Point Billing" ("MPB") refers to a billing arrangement used when two telecommunications carriers jointly provide a switched access service over meet point trunks, with each carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the carriers will decide whether a single bill or multiple bill will be sent.

2.15. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), originally published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.

2.16. "Multiple Exchange Carriers Ordering and Design" ("MECOD") Guidelines for Access Services - Industry Support Interface, originally published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).

2.17. "Point of Interconnection" ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

2.18. "Rating Point" is the V&H coordinates associated with a particular telephone number for rating purposes.

2.19. "Transport and Termination" denotes transmission and switching facilities used for the exchange of traffic between interconnected carrier networks.

2.20. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. However, for purposes of interconnection service, Wire Center will mean those points eligible for such connections as specified in the FCC Docket No. 91-141 (Expanded Interconnection with LEC Facilities, Transport, Phase I), and rules adopted pursuant thereto.

### **SECTION 3. NETWORK INTERCONNECTION**

The Parties hereto, agree to interconnect their facilities and networks for the transport of exchange, intraLATA toll, and jointly provided switched access services as follows:

#### **3.1. Interconnection Trunking Arrangements**

3.1.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Attachment A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

3.1.2. For each Citizens access tandem where Carrier and Citizens interconnect for the transport of local and intraLATA toll and meet-point switched access traffic, the Parties agree that there will be a single POI at the Citizens wire center or reasonable agreed to POI location.

3.1.3. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Citizens be required to modify its network to accommodate the interconnection request made by Carrier, Carrier agrees to pay Citizens reasonable charges for such modifications.

3.1.4. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards, including all applicable Bellcore Technical Publications with regard to facilities, equipment, and services.

3.1.5. Interconnection will be provided via one-way or two-way trunks between the Citizens switch locations and Carrier switch locations listed in Attachment A. Separate trunks will be established for (a) local, (b) intraLATA toll, and (c) meet point switched access traffic. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties will conform with all generally accepted industry standards including all applicable Technical Publications published by Bellcore (or subsequent entities) with regard to engineering, facilities, design, equipment, and operation. All facilities between the Citizens' end office or tandem and Carrier will be engineered and maintained to achieve P.01 Grade of Service. All interconnection facilities and trunking will be ordered according to Citizens Local Interconnection Guide.

3.1.6. With respect to local traffic originating or terminating in Citizens' exchanges, Carrier and Citizens agree to exchange such traffic via dedicated facilities between the companies. To accomplish this, Carrier will order the facilities and pay to the intermediate company(ies) the tariffed Meet Point Billing Percentage NRC and MRC for the facilities between the Citizens meet point and the serving wire center of the Carrier. Citizens will provide the interoffice facilities and End Office channelization within its serving area and Carrier will provide channelization in its Switch without exchange of monies for the facility and channelization. Carrier will provide the connecting facility between its switch and the Serving wire center of the intermediate company at the Carrier's sole expense.

3.1.6.1. One way trunks will be established on the facility for the exchange of local traffic. It is assumed that the usage will be balanced; however, the number of channels assigned to each company will be periodically adjusted based on utilization of the facility within acceptable industry standards. Should additional trunking be required, additional facilities and trunks will be provisioned in a timely manner to provide the required trunking capacity.

3.1.6.2. All toll traffic between all Citizens offices and Carrier and local traffic originating or terminating in other Citizens exchange areas shall be exchanged via the assigned LATA Tandem Access Switch.

3.1.7 In the event, Carrier offers local exchange service to customers in any other Citizens exchange area, Carrier agrees to provide connectivity to other Citizens exchanges in a manner similar to that described in this section.

### 3.2. Testing and Trouble Responsibilities

Carrier and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.2.1. Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.



3.2.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.2.4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.2.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.2.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.2.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.2.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

### 3.3. Interconnection Forecasting.

3.3.1. The Parties will establish joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Intercompany forecast information will be provided by the Parties to each other twice a year.

3.3.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period. The Parties agree to jointly plan for the effects of other traffic on their networks, including issues of network capacity, forecasting and compensation calculation.

3.3.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in paragraph 3.1.5 hereto, will be maintained.

3.3.4. All requests by Carrier to Citizens to establish, add, change, or disconnect trunks will be made in writing.

3.4. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic.

3.4.1. The Parties agree that local traffic will be exchanged between the Parties on a bill and keep basis. Each Party will bill its own end-users for local traffic carried by the Parties.

3.4.2. Compensation for use of facilities for interconnection will be billed according to tarified rates as specified in Citizens' FCC Tariff No. 1.

3.4.3. Late payment charges for interconnection charges will be assessed as described in each Party's tariffs. Late payment charges are specified in Citizens' and Carrier's FCC Tariff No. 1, respectively.

3.4.4. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

3.4.4.1. No trouble is found in the interconnection trunks; or

3.4.4.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

3.4.4.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched within the previous 72 hours, the charge will be canceled.

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' FCC Tariff No. 1.

3.5. Interim Service Provider Number Portability

3.5.1. Description of Service

3.5.1.1. Interim Service Provider Number Portability ("ISPNP") is a service arrangement that can be provided by Citizens to Carrier or by Carrier to Citizens. Although this Agreement describes Citizens to Carrier arrangements, Carrier must make ISPNP available to Citizens on a reciprocal basis under the same terms and conditions.

3.5.1.2. ISPNP allows an end-user customer to transfer service from Citizens to Carrier and to retain their existing telephone number. ISPNP allows incoming calls to Citizens provided telephone numbers to be routed to the Carrier's network for

completion. ISPNP is available only for working telephone numbers assigned to Citizens' customers who request to transfer to Carrier provided service.

3.5.1.3. Citizens reserves the right to determine the type of serving arrangement used to redirect ISPNP calls to the Carrier network (e.g., remote call forwarding ("RCF") or other mutually acceptable arrangement). Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. Carrier will need to specify the number of simultaneous calls to be forwarded for each number ported.

3.5.1.4. ISPNP is subject to the following restrictions:

3.5.1.4.1. An ISPNP telephone number may be assigned by Carrier only to Carrier's customers located within Citizens' local calling area and toll rating area which is associated with the NXX of the ported number.

3.5.1.4.2. ISPNP is applicable only if Carrier is engaged in a reciprocal traffic exchange arrangement with Citizens.

3.5.1.4.3. Only the existing, Citizens assigned end-user telephone number may be used as a ported number for ISPNP.

3.5.1.4.4. ISPNP will not be provided by Citizens for Citizens' customers whose accounts are in arrears and who elect to make a change of service provider unless and until:

1) Full payment for the account (including directory-advertising charges associated with the customers telephone number) is made by customer or Carrier agrees to make full payment on behalf of the customer.

2) Citizens is notified in advance of the change in service provider and a change of responsibility form is issued. Citizens accepts the transfer of responsibility.

3.5.1.4.5. ISPNP services will not be resold, shared or assigned by Carrier.

3.5.1.4.6. ISPNP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and service access codes (i.e. 500, 700, 800/888, 900). ISPNP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign central office service, as well as restrictions that may apply for unique services; e.g., hunting arrangements. Furthermore, ISPNP numbers may not be used for mass calling events. DID porting will be made available to carrier via "route indexing" of ported DID calls to a specially designated trunk group.

3.5.1.4.7. The ported telephone number will be returned to the originating company when the service associated with the ported number is disconnected. The company assigned the ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by Citizens for the period of time until the telephone number is reassigned by Citizens.

3.5.1.4.8. When local number portability is available, ISPNP will no longer be provided by Citizens. Once the Citizens switch becomes local number portability capable, Citizens will notify the Carrier. The Carrier has 45 days to convert from ISPNP to local number portability.

### 3.5.2. Customer of Record

3.5.2.1. Carrier will become the customer of record for the ported telephone number.

3.5.2.2. Carrier will be responsible for all future charges associated with the ISPNP arrangement including collect, third number billed calls and any other calls charged to the Citizens provided telephone number.

### 3.5.3. Ordering and Maintenance

3.5.3.1. Carrier is responsible for all dealings with and on behalf of Carrier's end-users, including all end-user account activity, e.g. end-user queries and complaints.

3.5.3.2. Carrier is responsible for obtaining a Letter of Authorization (LOA) from each end-user requesting a transfer of the end-users telephone number from Citizens to Carrier.

3.5.3.3. If an end-user requests transfer of service from Carrier back to Citizens, Citizens may rely on that end-user's written request to cancel the ISPNP service.

3.5.3.4. Certain features are not available with ISPNP telephone numbers. Calling party information passed to the Carrier network may reflect the Citizens provided telephone number.

3.5.3.5. Carrier's designated ISPNP switch must return answer and disconnect supervision to Citizens' switch.

## 3.6 Local Number Portability (LNP)

### 3.6.1 General

Citizens will convert to LNP once a Bona Fide Request is received from the CLEC. When the Bona Fide Request is received Citizens will have 180 days to provide portability in the requested central office to provide the necessary hardware and software. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

### 3.6.2 Terms and Conditions

Citizens will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

End user may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to CLEC until the End User's outstanding balance has been paid. If CLEC requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not port the number for that End User to the CLEC until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for non-payment and is subject to complete disconnection.

### 3.6.3 Obligations of Citizens

Citizen will deploy LNP in the specified central offices 180 days after receiving a Bona Fide Request for LNP from a CLEC. (See Attachment B and C).

Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Citizens is required to meet, all mutually agreed upon, testing dates and implementation schedules which are subject to change on at least three (3) day prior written notice by either party to the other party.

If Citizens fails to meet the mutually agreed upon testing date and implementation schedules, Citizens will be required to pay CLEC all reasonable expenses that CLEC has incurred as a result of Citizens' failure to meet these schedules.

### 3.6.4 Obligations of CLEC

CLEC is required to send to Citizens a completed Bona Fide Request Form for LNP deployment.

CLEC is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

CLEC is required to meet, all mutually agreed upon, testing dates and implementation schedules which are subject to change on at least three (3) day prior written notice by either party to the other party.

If CLEC fails to meet the mutually agreed upon testing date and implementation schedules, CLEC will be required to pay Citizens all reasonable expenses that Citizens has incurred as a result of CLEC's failure to meet these schedules.

CLEC is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

CLEC is responsible for providing its own access to the Service Order Administration (SOA).

CLEC is responsible to meet all the Industry requirements for LNP.

#### **SECTION 4. AUDIT**

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

#### **SECTION 5. DISPUTE RESOLUTION**

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements, the Parties will first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference will occur at least at the Vice President level for each Party. In the case of Citizens, its Vice President for Interconnection, or equivalent officer will participate in the meeting, and for Carrier, its Vice President, or equivalent officer will participate.

In the event the Parties are unable to resolve the dispute through conference, the Parties agree to employ the dispute resolution procedures established by the Commission.

#### **SECTION 6. FORCE MAJEURE**

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

6.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

6.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

6.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

6.4 Labor difficulties, such as strikes, picketing or boycotts;

6.5. Delays caused by other service or equipment vendors;

6.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

## **SECTION 7. COMMISSION DECISION**

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

## **SECTION 8. REGULATORY CHANGES**

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

## **SECTION 9. REGULATORY APPROVAL**

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

## **SECTION 10. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES**

10.1. Carrier agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Carrier services, located within Citizens operating areas.

10.2. Citizens will include Carrier's End-User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End-Users are ordinarily included, and directory assistance databases. Listings of Carrier's End-Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

10.3 Carrier will identify any of these subscribers that are "non-published" customers. Carrier will provide Citizens with the directory information for all its End-Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will

include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. Carrier will provide all subscriber listings at no charge to Citizens or its publisher.

10.4 Carrier's End-Users' standard primary listing information in the telephone directories will be provided at no charge. Carrier will pay Citizens' tariffed charges for additional and foreign white page listings.

10.5 Both Parties will use their best efforts to ensure the accurate listing of Carrier's End-User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

10.6 Citizens will accord Carrier directory listing information the same level of confidentiality which Citizens accords its own directory listing information. Carrier grants Citizens full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

10.7 Citizens will distribute its telephone directories to Carrier's End-Users in a manner similar to the way it provides those functions for its own end-users.

10.8 Carrier will adhere to all practices, standards, and ethical requirements of Citizens communicated to Carrier in writing, with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that Carrier has the right to place such listings on behalf of its End-Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, Carrier agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by Carrier hereunder.

10.9 Citizens' liability to Carrier in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. In addition, Carrier agrees to take, with respect to its own End-Users, all reasonable steps to ensure that its' and Citizens' liability to Carrier's End-Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End-Users are subject to.

## **SECTION 11. INTEGRATION**

The Parties have negotiated this Agreement as an integrated document. All of the terms and conditions herein are dependent upon the other terms and conditions herein and no part of this Agreement would have been entered into by the Parties without the other terms of this Agreement. No portion of this Agreement is intended to be severable from any other part of this Agreement.



**SECTION 12. TERM OF AGREEMENT**

The initial term will be for 2 years from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one-year terms on the anniversary of the Effective Date unless Carrier forwards a written request not to renew or either party forwards a written request to the other party to renegotiate the Agreement at least 90 days prior to the expiration date of the current term. The current agreement will remain in effect until the renegotiated agreement is approved. Citizens will provide Carrier with current prices for services covered by this contract no later than 30 days after receiving a written request for them.

**SECTION 13. EFFECTIVE DATE**

This Agreement will become effective upon approval by the Commission.

**SECTION 14. AMENDMENT OF AGREEMENT**

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

**SECTION 15. LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED. NOTWITHSTANDING THE FOREGOING, THE LIMITATION DESCRIBED IN THIS SECTION SHALL NOT APPLY TO SUCH CONSEQUENTIAL DAMAGES ARISING FROM THE INTENTIONAL, WRONGFUL ACT OF EITHER PARTY.

**SECTION 16. INDEMNITY**

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement, provided that, (i) the indemnified party promptly notifies the indemnifying party in writing of any such liabilities, claims or

demands, (ii) the indemnifying party retains control of any action or proceeding resulting therefrom and any settlement thereof, and (iii) the indemnified party reasonably cooperates with the indemnifying party at the indemnifying party's expense, in the defense of any such action, or proceeding against the indemnifying party resulting therefrom. The indemnified party may participate, at its own expense, in any such action, or proceeding resulting therefrom.

#### **SECTION 17. ASSIGNMENT**

This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

#### **SECTION 18. CONTROLLING LAW**

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State of Tennessee. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

#### **SECTION 19. DEFAULT**

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

#### **SECTION 20. NONDISCLOSURE**

20.1. "Confidential Information" as used herein means any information in written, oral, or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer names, and other technical, financial, or business information, which is designated as "confidential" or "proprietary" by either Party in the belief that it contains a trade secret or other confidential research, development, or commercial or financial information.

20.2. All written Confidential Information to be covered by this Agreement will be identified by a restrictive legend which clearly specifies the proprietary nature of the information.

20.3 If the Confidential Information is provided orally, it will be deemed to be confidential or proprietary if the disclosing party identifies it as Confidential Information at the time of disclosure and the disclosing party reduces the orally communicated Confidential Information to writing and forwards it to the recipient within thirty (30) days of any such disclosure.

20.4. Any Confidential Information produced, revealed, or disclosed by either Party to the other will be used exclusively for purposes of the business discussions and/or negotiations, and will be kept separately from other documents and materials.

20.5. All persons receiving access to Confidential Information will not disclose it nor afford access to it to any other person not specifically authorized by this Agreement to obtain the Confidential Information, nor will such Confidential Information be used in any other manner or

for any other purpose than as provided in this Agreement. No copies or reproductions will be made of any Confidential Information or any part thereof, whether by mechanical, handwritten, or any other means, without the prior written consent of the Party providing it.

20.6. Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential/Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

20.7 Notwithstanding any other provision of this Agreement, this section will apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

20.8 Neither party shall be under any obligation to maintain in confidence any portion of the Confidential Information it has received to the extent that said Confidential Information: (a) is in the public domain at the time of disclosure or thereafter becomes generally known or available through no action or omission on the part of the receiving party; (b) is furnished to others by the disclosing party without restriction on disclosure; (c) becomes known to the receiving party from a source other than the disclosing party, without a breach of any agreement with the disclosing party and without any restriction on disclosure; (d) is known by the receiving party at the time of disclosure or is independently developed by the receiving party by persons not having access to the Confidential Information; (e) is required to be disclosed by judicial action; provided, however, that prompt notice of said judicial action shall have been given to the disclosing party and all reasonable legal remedies available to the receiving party to maintain the Confidential Information in confidence shall have been exhausted; or (f) is disclosed after written approval for the disclosure has been given by the disclosing party.

## **SECTION 21. EXECUTION IN DUPLICATE**

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

## **SECTION 22. NOTICES**

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For Carrier:

US LEC of Tennessee Inc.  
Attention:  
VP – Regulatory  
Morrocroft III  
6801 Morrison Boulevard

and to Citizens, addressed as follows:

Citizens Communications  
Attention: Interconnect Manager  
5600 Headquarters Drive  
Plano, TX 75025

Charlotte, NC 28211  
Tel: (704) 319-1074  
Fax: (704) 602-1074

Tel: (469) 365-3343  
Fax: (469) 365-4815

Cc: Citizens Communications  
(for Eastern Properties)  
Richard Tettlebaum  
1400 16th St., N. W., Suite 500  
Washington, DC 20036  
Tel: (202) 332-5922  
Fax: (202) 483-9277

Any invoices should be sent to:

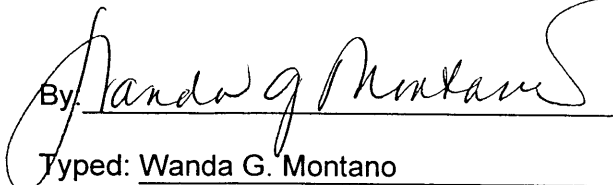
Citizens Communications  
Attn: Supervisor-Access Validation, A1016  
5600 Headquarters Dr., P.O. Box 251209  
Plano, TX 75025-1209  
Tel: (469) 365-3921  
Fax: (469) 365-4247

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Wireline Network Interconnection Agreement to be executed on their behalf on the dates set forth below.

US LEC OF TENNESSEE INC.

CITIZENS TELECOMMUNICATIONS  
COMPANY OF THE VOLUNTEER STATE  
LLC.

By:   
Typed: Wanda G. Montano

By:   
Typed: F. Wayne Lafferty

Title: VP – Regulatory & Industry Affairs

Title: VP, Regulatory & Government Affairs

Date: June 5, 2000

Date: 6/19/00

**ATTACHMENT A**  
**INTERCONNECTION TRUNKING ARRANGEMENTS**  
**AND**  
**SPECIFIED POINTS OF INTERCONNECTION**

<b>CITIZENS SWITCH LOCATION (CLLI Code)</b>	<b>CLEC POI (CLLI Code)</b>	<b>RC (Rate Center)</b>	<b>NPA   NXX</b>
<u>POWLTXADS0</u>	<u>KNVLTN02DS0</u>	<u>Powell, TN</u>	<u>423(865) 512</u>
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## ATTACHMENT B

### LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE: \_\_\_\_\_ (date of request)

TO: \_\_\_\_\_ (name of service provider)  
 \_\_\_\_\_ (address of service provider)  
 \_\_\_\_\_ (contact name /number)

FROM: \_\_\_\_\_ (requester/service provider name/ID)  
 \_\_\_\_\_ (requester switch(es)/CLLI)  
 \_\_\_\_\_ (authorized by name)  
 \_\_\_\_\_ (authorized by title)  
 \_\_\_\_\_ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

**SWITCH(ES):**

CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: \_\_\_\_\_ (mm/dd/yy)  
 Requested code opening date<sup>4</sup>: \_\_\_\_\_ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

## ATTACHMENT B - CONTINUED

### LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

**Notes:** <sup>1</sup> List each switch targeted for LNP by its specific CLLI code.

<sup>2</sup> **Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;**  
Source of the LERG information: Destination Code Record (DRD) Screen.

<sup>3</sup> Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

<sup>4</sup> As documented in the Southwest Region Code Opening Process.

## ATTACHMENT C

### Acknowledgment of LNP Bona Fide Request (BFR)

DATE: \_\_\_\_\_ (date of response)

TO: \_\_\_\_\_ (requester/CLEC name/ID)  
 \_\_\_\_\_ (contact name/address/number)  
 \_\_\_\_\_ requester switch(es)/CLLI)

FROM: \_\_\_\_\_ (name of service provider)  
 \_\_\_\_\_ (address of provider)  
 \_\_\_\_\_ (contact name/number)

#### Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

#### Switch request(s) denied/reason for denial:

\_\_\_\_\_ (CLLI 1) \_\_\_\_\_

\_\_\_\_\_ (CLLI 2) \_\_\_\_\_

\_\_\_\_\_ (CLLI 3) \_\_\_\_\_

\_\_\_\_\_

Authorized company representative signature/title: \_\_\_\_\_